



# GOVERNMENT OF MIZORAM

## PUBLIC WORKS DEPARTMENT



### *National Competitive Bidding - Request for Proposal.*

**Name of Work:** *STUDY FOR SITE SELECTION, DETAILED ENGINEERING SURVEY, GEO-TECHNICAL/ HYDROLOGICAL INVESTIGATION, SELECTION/PROPOSED BRIDGE TYPE AND DETAILED DESIGN & PROJECT REPORT OF THE BRIDGES IN THE STATE OF MIZORAM*

**(Package – I, II & III)**

*Engineer-Chief, PWD  
Mizoram, Aizawl*

**September 2019**

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**Government of Mizoram  
Public Works Department  
Mizoram**

**National Competitive e-Bidding for Request for Proposal**

Tender No: **1 (EnC) of 2019**

The Governor of Mizoram, represented by the Engineer-in-Chief, Public Works Department, Mizoram, Aizawl invites bids in two envelop system through e-procurement for following works in three packages from eligible, established and reliable agencies / institutions/ consultants for execution of work as detailed below:

1. Name of Work:

Sl. No.	Name of Work	Cost of document/ Tender fee	Bid Security (EMD)	Contract Duration
1.	<i>Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design &amp; Project Report of the Bridges in the State of Mizoram.</i>	Rs. 15000.00 Per Package	Rs. 3.60 lakhs per package	8 Months

2. Details of Packages & bridges:

Package No.	Name of PWD Circle/ Division	Name of Bridge/River	Name of Road & Bridge Location	Approximate span of the Bridge in m
<b>I</b>	i. Western / Kolasib	R. Hmarluang	Buhchang - Phaisen Road (0.100 kmp)	90 ft (There is existing Bailey Bridge DSR)
	ii. Western / Kolasib	R. Tuichhuahen	Saihapui 'K' - N. Thinglian Road (0.300 kmp)	60 ft (There is existing Bailey Bridge SSR)
	iii. Eastern / Khawzawl	R. Tuichang	Khawzawl -Sinzawl-Thanlawn Road (20.000 kmp)	100 ft (There is existing Bailey Bridge TS)
	vi. Eastern / Khawzawl	R. Phalte	Khawzawl -Sinzawl-Thanlawn Road (60.000 kmp)	140 ft (There is existing Bailey Bridge TSR)
	v. Eastern / Khawzawl	R. Tuichang	Kawlkulh to Vankal Road (2.950 kmp)	25m
	vi. Eastern / Champhai	R. Khawchhaktuipui	Champhai to N. Vanlaiphai Road (92.500 kmp)	160 ft (There is existing Bailey Bridge DDR)
	vii. Eastern / Champhai	R. Tiau	Indo Myanmar Road (29.500 kmp)	170 ft (There is existing Bailey Bridge DDR)

	viii. Eastern / Champhai	R. Tuipui	N. Khawbung to Tualpui Road	50 m
	ix. Eastern / Champhai	R. Tlawva	Khuangthing to Thekte Road (9.900 kmp)	40 m
	x. Eastern / Hmuifang	R. Tuisik	Muallungthu to Lungphun Road (8.000 kmp)	20 m
	xi. Eastern/ Hmuifang	R.Tlawng	Muallungthu to Lungphun Road (10.000 kmp)	60 m
	xii. Eastern/ Hmuifang	R. Changte	Damdai-Samlukhai-Sialsuk Road (12.300 kmp)	80ft (There is existing Bailey Bridge DS)
II	i. Eastern / Serchhip	R. Tuikum	Serchhip to Hriangtlang Road (8.000 kmp)	60 m
	ii. Eastern / Serchhip	R. Tuikum	Hualtu to Hmuntha Road (2.5 Kmp.)	12 m
	iii. Eastern / Serchhip	R. Saza	Hualtu to Hmuntha Road (8.00 Kmp.)	15 m
	v. Eastern / Serchhip	R. Lungva	Tlangpui to Lungva Road	30 m
	vi. Eastern / Serchhip	R. Tuichang	Khawlailung to Hmunzawl Road (8.500 kmp)	65 m
	vii. Lunglei / Lunglei Road	R. Mat	Hnahthial to Haulawng Road via Zotui (12.000 kmp)	120 m
	vii. Lunglei / Lunglei Road	R. Mat	Pangzawl to Lungmawi Road	65 m
	viii. Lunglei / Lunglei Road	R. Kau	Buarpui to Bungmun Road (92.000Kmp), Lunglei District.	70 ft (There is existing Bailey Bridge DSR)
	ix. Lunglei / Tlabung	R. Tuipawl	Phairuankai to Bungmun Road (30.200Kmp)	80 ft (There is existing Bailey Bridge DS)
	x. Lunglei / Tlabung	R. Zawlpui	Phairuankai to Bungmun Road (33.000 kmp)	110 ft (There is existing Bailey Bridge DSR)
	xi. Lunglei / Tlabung	R. Tuisen	Phairuankai to Bungmun Road (42.400 kmp)	130 ft ( Bailey Bridge DD)
	xii. Lunglei / Tlabung	R. Barapansury	Kamalanagar to Chhotapansury Road (34.600 kmp).	60 ft (There is existing Bailey Bridge)
III	i. Lunglei / Tlabung	R. Khawthlangtuipui	Talbung to Nunsury Road (0.400 kmp)	140 m
	ii. Lunglei / Lawngtlai	R. Saikah	Nalkawn-Chamdur valley Road (96.800 kmp)	60 ft (There is existing Bailey Bridge SS)
	iii. Lunglei / Lawngtlai	R. Tuidang	Nalkawn-Chamdur valley Road (100.125 kmp)	80 ft (There is existing Bailey Bridge DS)

iv. Lunglei / Lawngtlai	R. Nghavate	Nalkawn-Chamdur valley Road (103.450 kmp)	60 ft (There is existing Bailey Bridge SS)
v. Lunglei / Lawngtlai	R. Chhimbauipui	Rawlbuk-Lungtian-Mamte Road (34.000 kmp)	260 m
vi. Lunglei / Lawngtlai	R. Chhimbauipui	Lawngtlai to Siaha Road via Tuipui ferry (8.5000\ kmp)	260 m
vii. Lunglei / Lawngtlai	R. Dussora	Jognasury to Karlui Road (5.800 kmp)	60 m
viii. Lunglei / Lawngtlai	R. Pandosora	Jognasury to Karlui Road (10.250 kmp)	70 m
ix. Lunglei / Lawngtlai	R. Pandawnglui	Karlui to Damlui (2.750 kmp)	70 m
x. Lunglei / Lawngtlai	R. Fangfarlui	Nghalimlui to Bolisora Road (3.000 kmp)	30 m
xi. Lunglei / Lawngtlai	R. Maniabapsora	Maniabapsora I to II Road (0.000 Kmp)	30 m
xii. Lunglei / Lawngtlai	R. Betsuri	Vathuampui to Tuichawngtlang Road (1.300 kmp)	30 m

3. The interested bidders are required to quote their Lump Sum rates for the above details of bridges, for ***Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram*** and thus the Final Amount (inclusive of GST & all applicable taxes) of the bid.
4. The tender document can be had from Engineer-in-Chief's Office, PWD, Tuikhuahtlang, Aizawl, Mizoram. Document can also be downloaded from Mizoram PWD website [pwmizoram.co.in](http://pwmizoram.co.in) on payment of cost of document/tender fee during submission.
5. Date of Inviting Tender: 28<sup>th</sup> August, 2019
6. Place & Date of Pre-bid meeting: Not required
7. The period of availability of Tender Document: **from 5<sup>th</sup> September 2019 to 26<sup>th</sup> September 2019 up to 12:00 Noon**
8. The last date of submission: **27<sup>th</sup> Sept. 2019 up to 12:00 Noon.**
9. Time & Date of opening of technical bids: 27<sup>th</sup> Sept. 2019 at 12:30 PM.
10. Date & time of opening of Financial Bid: To be communicated later for the qualified bidder.
11. Officer inviting bids: Engineer-in-Chief, PWD, Mizoram, Aizawl.
13. (i) The tender document can be obtained during Office hours from the Office of Engineer-in-Chief, PWD, Aizawl, Mizoram on payment of cost of document/tender fee.
- (ii) Cost of Document/Tender fee is to be paid by Demand Draft/Banker's Cheque in the names of Engineer-in-Chief, PWD. Payable at Aizawl.

- (iii) Bids along with necessary documents must be submitted on or before the date & time specified in NIT. The department does not take any responsibility for the delay due to communication problems or any other reason.
14. Cost of Document/Tender fee should be paid by Demand Draft of any Schedule Bank payable in favour of Engineer-in-Chief, PWD, Mizoram payable at Aizawl. Original Bank Draft is to be deposited in the office of the Engineer-in-Chief, PWD Mizoram.
15. Earnest Money is to be paid By DD/NSC/ Unconditional BG from a schedule bank in favour of /pledged in favour of Engineer-in-Chief, PWD Mizoram, payable at Aizawl and should be submitted as explained in the terms and conditions mentioned in instruction to bidders failing which the tender will be rejected.
16. The technical bids should be submitted in hard bound form with seal Cover marked with "**Technical Bid**" with page numbering and index. Any additional information shall also be furnished by the bidder in hard bound form with proper indexing and page numbering. The details submitted in other forms like spiral bound form, loose form etc. would be rejected. *The financial Bid submitted in Separate Enveloped Marked with "**Financial Bid**" will only be acceptable.*
17. The tender documents are non- transferable and only the firms to whom the tenders have been issued may submit their bids.
18. All the information /corrigendum/addendum related to the bid shall copied to the firm/person who obtained the bid Document on payment.
19. Further details of the work can be obtained from the office of the Engineer-in-Chief, PWD, Mizoram, Aizawl. For clarification regarding the e-tendering process please contact Er. J. Zothanpuia, Chief Engineer (P), PWD, Aizawl, Mizoram, Ph. No. 0389 2300179.



**Engineer -in - Chief**  
**Public Works Department, Mizoram,**  
**Aizawl, Mizoram**

PRESS NOTICE / NIT

**PRESS TENDER NOTICE**

On behalf of the Governor of Mizoram, Engineer-in-Chief, Public Works Department, Mizoram, Aizawl invites bids in two bid system for the work “***Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram***”, in three packages of 12 Nos. bridges in each package from eligible agencies /institutions/consultants. The bidders may submit bids for any or all of the following works:

Tender Documents can be had from Engineer-in-Chief’s Office, PWD, Tuikhuahtlang, Aizawl Mizoram. Document can also be down loaded from Mizoram PWD website [pwmizoram.co.in](http://pwmizoram.co.in) on payment of document cost during submission.

The tender document will be available from 5<sup>th</sup> September 2019 and the last date of submission will be 27<sup>th</sup> Sept. 2019 at 12:00 Noon.



**Engineer -in - Chief  
Public Works Department, Mizoram,  
Aizawl, Mizoram**

## SECTION-2

### **2. INSTRUCTION TO BIDDERS**

#### **2.1 INTRODUCTION**

- 2.1.1 The Public Works Department, Mizoram, Aizawl, is responsible for the development, maintenance and management of Bridges, State Highways, Major District Roads, Other District Roads, Village Roads and National Highways and for matters connected or incidental thereto.
- 2.1.2 PWD, Mizoram officiates from its Head Office at Tuikhuahtlang, Aizawl, Mizoram and also has Divisional offices at various places of Mizoram. Issues relating to Planning for Highways are being done in the Office of Engineer-in-Chief, PWD and the execution of work at site are being done mainly through agencies by Chief Engineer concerned, Circles and Divisional Offices.
- 2.1.3 Mizoram intends to formulate a comprehensive Road & Bridge Maintenance policy for the State.
- 2.1.4 Bids are invited by Engineer-in-Chief, PWD Mizoram from established and reliable agencies/ institutions for Sub-soil investigation, selection of suitable sites, contour survey of the river for about 100m down and upstream as may be required and to proposed suitable bridge substructure and super structure, detailed structural designs, detailed drawings for DPR and implementation (Working drawings & preparation of DPRs incorporating *the extant IRC guidelines, codes and any other suitable codes as may be required.*

#### **2.2 DEFINITIONS**

- a) **“PWD”** means Public Works Department, Mizoram.
- b) **“Circle”** means jurisdiction of Superintending Engineer, PWD. Mizoram. There are nine number of Circles with their jurisdictions as below:
- c) **“Divisions”** means jurisdiction of Executive Engineer, PWD, Mizoram.
- d) **“The Employer”** or **“The Authority”** means the Governor of Mizoram, represented by Engineer-in-Chief, Mizoram, Public Works Department, Mizoram, Aizawl. .
- e) **“The Consultant”** means agency appointed by PWD with a stipulated mandate or Firm, or Institution undertaking for Sub-soil investigation, selection of suitable sites, contour survey of the river for about 100m down and upstream as may be required and to proposed suitable bridge substructure and super structure, detailed structural designs, detailed drawings for DPR and implementation etc..
- f) **“The Bidder”** means a firm or JV or Consortium which participates in the tender and submits its proposal.
- g) **“The Products/equipment/ system”** means all the equipment such as Soil investigation equipment or similar type of equipment which is required to collect bridge data & testing, servers etc.
- h) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as “Consultant” appearing anywhere in the document.
- i) **“The Letter of Acceptance”** means the issue of a signed letter by the Employer of its intention to accept the offer of successful bidder and awarding the work mentioning the total Contract Value.



- j) **“The Contract”** means the agreement entered into between the Employer and the Consultant, as recorded in the Contract documents signed by the parties, including all attachments and appendices thereto and all documents incorporated by references therein
- k) **“The Contract Price”** means the price payable to the Successful Bidder under the Letter of Acceptance for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as **“Contract Value”** appearing anywhere in the document.
- l) **“Services”** means for **Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of Bridge .**
- m) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.

## 2.3 BID DOCUMENT

2.3.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document. The Bid Document include:

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Financial & legal) Conditions of Contract
Section 4	Special Conditions of Contract
Section 5	Scope of the work
Section 6	Formats for Submission of Proposals
Section 7	Formats for submission of bank guarantees.
Section 8	Draft Contract Agreement

2.3.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender or if the tender is not responsive technically or financially in accordance with the Bid Document.

## 2.4 PRE-BID MEETING

Pre bid meeting is scheduled on N.A. Clarifications sought during the meeting will be issued at the same time and if any issue could not be resolved on the same day, clarifications of the same can be obtained from office of *The Engineer-in-Chief, PWD, Mizoram, Aizawl*, 5 days prior to bid submission. No separate information will be passed on to any individual Bidder in this regard.

The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The bidder is requested to submit any questions in writing or by e-mail to reach the Employer not later than one week before the meeting.

Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made the Employer exclusively through the issue of an Addendum pursuant and not through the minutes of the pre-bid meeting. All bidders have to collect any addendum on next working day of pre-bid meeting. The bidder shall receive the minutes of the meeting on the next working day of the pre-bid meeting.

*Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder*

## 2.5 AMENDMENT OF BID DOCUMENTS

At any time, 5 days prior to bid submission, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.

## 2.6 COST OF BIDDING

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Employer will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

## 2.7 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

2.7.1 The proposal should be submitted along with EMD (for the amount given in section 1 of this document) in the form of a Demand Draft in favor of Engineer-in-Chief, PWD, Mizoram, Aizawl payable at Aizawl or the Bank Guarantee from a schedule bank in favour of Engineer-in-Chief, PWD, Mizoram, Aizawl in the format specified in section 7 of this document, valid for 45 days beyond the validity of the bid or NSCs pledged in favour of Engineer-in-Chief, PWD, Mizoram, Aizawl. The Bid submitted without EMD will be summarily rejected. Cost of document/tender fee of Rs. 15,000/- should be accompanied with the furnished offer, in case, the Bid documents has been downloaded from the website [pwmizoram.co.in](http://pwmizoram.co.in). ***Bid processing FEE and Bid Document Cost is non-refundable.***

2.7.2 The EMD of the successful Bidder will be returned when the successful bidder has signed the Contract Agreement with the Employer and has furnished the required Performance BANK Guarantee for the amount equivalent to **05% (Five percent) of the contract price** on the prescribed format specified in section 7, within 15 days from the receipt of the Letter of Acceptance.

2.7.3 The EMD will be forfeited:

- (a) If a Bidder withdraws his bid during the period of bid validity.
- (b) If the Bidder fails to accept the Employer's corrections of arithmetic errors in the Bidder's bid (if any), or
- (c) If the Successful Bidder fails to sign the contract agreement with the Employer within the prescribed period, or
- (d) If the Successful Bidder fails to furnish the Performance guarantee within the stipulated time.

2.7.4 The technically disqualified bidders would be informed regarding their non-qualification, and thereafter EMD will be returned. The financial bid of disqualified bidder will not be opened.

## 2.8 BID PRICES

2.8.1 Bidder shall give the pricing as a total composite price inclusive of GST & all other applicable taxes, duties, Packing, Forwarding, Freight and Insurance etc. and also items wise breakup of total price.

2.8.2 Custom duty exemption will be as per the provisions of relevant taxes as applicable. For these taxes the bidder may find out themselves the applicable exemptions and quote accordingly. The Employer would not be liable to pay them later as these taxes are supposed to be taken in to account by the bidder in the bid.

2.8.3 If any or all of the information asked in the Section-6 are not available in the Financial Proposal, the bid is liable for rejection.

## 2.9 DISCOUNTS

The Bidders are informed that discount, if any, should be indicated separately at part-A and part-B of section 6.

## 2.10 BID VALIDITY

The bids shall remain valid for a period up to and including the date 60 (sixty) days from the last date of submission of bids. The bidders are required to submit an undertaking in this regard.

A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.

## 2.11 SUBMISSION OF PROPOSALS

The proposals are invited in two bid system comprising of **Technical Bid** and **Financial Bid** .

### TECHNICAL BID:

All bidders shall also furnish the following information in Section 2.

- (i) Evidence of access to or availability of credit facilities Rs. 30 lakh certified by the bankers.
- (ii) Undertaking that bidder would be able to invest a minimum of cost up to 25% of the contract value of work, during implementation of contract.
- (iii) A duly notarized affidavit that the participating firm has no history of litigation (debarred or terminated) with the State Governments throughout the country or the Central Government.
- (iii) Proposals, if any, for sub-contracting of elements of work, costing more than 10% of the bid amount.
- (iv) Power of attorney, if any

### Documents Comprising the Bid

The bid to be submitted by the bidder shall be in two separate parts:

**Part I shall be named "Technical Bid" and shall comprise**

- (i) Earnest money as per clause no. 2.7.1
- (ii) Qualification Information and supporting documents as specified in Section- 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Any other information pursuant to Section 2 of these instructions
- (v) Undertaking that the bid shall remain valid for the period specified in Section 2
- (vi) An affidavit affirming the information be has furnished in the bidding document is correct to the best of his knowledge and belief.
- (vii) Pan card (Photostat copy duly attested).
- (viii) GST registration No.

**Part II shall be named "Financial Bid" and shall comprise**

- (i) Form of Bid as specified in Section 6 (BID DOCUMENT).

**TECHNICAL BID:** All the technical proposals will have to be submitted in **HARD BOUND** (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right hand corner of each page e.g., by writing page 1 of 10 on page 1, if total pages are 10. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected.

The Bidders are required to fill up and submit the **Section 6** documents with their proposals. Clause-by-clause compliance should be provided against the technical specifications of the equipment mentioned in **Section 6**.

The bids/proposals shall be submitted in two parts in the office of the Engineer-in-Chief, PWD, Aizawl viz.,

**Envelope-1:** Containing application fee of Rs. 15,000 (Rupees fifteen thousand only) and an EMD as prescribed in the tender document in **section 2.7.1**. The envelope should be super scribed as **“Envelope 1 – EMD / Application Fee for Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram. Bid for package ----.”**

**Envelope-2:** Pre-qualification Proposal and Technical Proposal super scribed as **“Envelope 2 – Pre-qualification and Technical Proposal for Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram. Bid for package---”** (Containing duly signed PRE-QUALIFICATION PROPOSAL SUBMISSION FORM as prescribed in **Section-6**, Other required Prequalification documents, all technical literature, brochures etc.). In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

All the sealed envelopes should again be placed in a sealed cover super scribed as “*Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram.*” **“NOT TO BE OPENED BEFORE 27<sup>th</sup> SEPT. 2019 @12:30 PM”** which should be received in the office of the *Engineer-in-Chief, PWD, Mizoram, Aizawl*, on or before 27<sup>th</sup> Sept. 2019 up to 12;00 Noon.

**FINANCIAL BID:** Financial Proposal should be submitted as prescribed in Section-6, in **HARD BOUND** (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) with all pages sequentially numbered either at the top or at the bottom right hand corner of each page e.g., by writing page 1 of 10 on page 1, if total pages are 10. It should also have an index giving page wise information of above documents. Incomplete proposal or those received without hard bound will summarily be rejected.

Any individual(s) signing the bid or other documents connected therewith should specify whether he is signing the offer as Chief Executive of a single firm / agency / institution making the offer, Lead partner of the consortium of firm / agency / institution making the offer, a Director, Manager or Secretary in case of the authority conferred by Memorandum of Association.

**Power of Attorney:** The Power of Attorney issued by a firm, a limited company or a JV authorising an individual to sign the documents should be duly notarized and submitted in original with the Hard Bound Copy of The Bid Document.

The power of attorney should be executed separately by each member of JV/ consortium authorizing the individual to sign the bid document on behalf of JV/ consortium.

Participating JV firms are required to submit a letter of intent for participating in the bid and duly signed.

- 2.11.1 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the bid and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.
- 2.11.2 The consultant shall submit, a copy of original document defining constitution or legal status, place of registration, principal place of business and power of attorney along with the proposal. In case of a company, Memorandum of Association and Article of Association, Name of directors and shareholders may also be furnished.
- 2.11.3 The Applicant whether a sole applicant or lead member with joint ventures/Consortium may include an Associate Company also. Credentials of associate firm except key personnel, if any will not be considered for evaluation. The applicant shall submit a Memorandum of Understanding (MOU) with the Associate regarding role and responsibilities of the associate company. Maximum numbers of key personnel of the associate company /firm during RFP proposal and implementation of contract is limited to 3.

- 2.11.4 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.

## **2.12 LATE BIDS**

Any bid received by the Employer after the time and date for receipt of bids prescribed by the Employer in the tender as per Section-2.11 may be rejected and returned unopened to the Bidder.

Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids have declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **2.13 MODIFICATION AND WITHDRAWAL OF BIDS**

- 2.13.1 The Bidder is not allowed to modify. However, bidder is allowed to withdraw its submitted bid at any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Employer.

2.13.2 Subsequent to the last date for receipt of bids no withdrawal of bids shall be allowed.

- 2.13.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

## **2.14 LOCAL CONDITIONS**

- 2.14.1.1 Each Bidder is expected to visit and examine the sites/its surroundings for getting fully acquainted with the local conditions & factors and to obtain all information, which would have any effect on the execution / performance of the contract and / or the cost for preparing the bid, at their own interest and cost. The Employer shall not entertain any request for clarification from the Bidder regarding such local conditions.

- 2.14.1.2 The Bidder and any of their employees/agents/sub consultants will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the condition that the Bidder and any of their employees/agents/sub consultants will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

- 2.14.1.3 It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Employer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Employer on account of failure of the Bidder to know the local laws / conditions.

- 2.14.1.4 The site related information furnished by EMPLOYER in this Bid Document is only indicative. The bidders are advised to undertake site visits and make their own assessment as to the correctness of the information. Requests for price revision after bid opening on account of inaccuracies in information given by EMPLOYER shall not be entertained at any stage

## 2.15 CONTACTING THE EMPLOYER

Any effort by a Bidder influencing the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

## 2.16 ELIGIBILITY/ PRE-QUALIFICATION CRITERIA

2.16.1 A consultant is allowed to submit only one bid. Alternative proposals i.e. one as sole or in JV /consortium with other consultant and another in JV with any other consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected.

2.16.1.3 **Bidders that meet ALL of the following pre-qualification criteria need only apply.**

- (i) The bidder, JV /Consortium should have annual turnover either singly or as a JV/ consortium over related civil engineering works above Indian Rs. **1.5 crore** in any of the last three financial years (for currencies other than Indian Rupees, the applicable conversion [selling] rate of Reserve Bank of India on the last date of bid submission shall apply). Documentary proof in the form of a Certificate from the statutory auditor/charted accountant of the Bidder's company strictly as per the format specified in Section-6 duly signed and stamped by the statutory auditor/charted accountant needs to be submitted as proof for the above. Any declaration or letter from the Bidder in any other format will not be accepted.
- (ii) The bidder JV /Consortium must have successfully for Sub-soil investigation, selection of suitable sites, contour survey of the river for about 100m down and upstream as may be required and to proposed suitable bridge substructure and super structure, detailed structural designs, detailed drawings for DPR and implementation etc.. for at least 2 projects during the last 5 years with condition that more than 30 bridges each for concrete and Steel structures have been successfully design and constructed elsewhere in India or abroad.

The bidder, JV /consortium should have sufficient exposure of Bridge Design and Sub-soil investigation

Bidder , JV /consortium should submit a summary as per **IRC SP: 35** for review to ensure Mizoram State Government that the bidder is competent of preparing of the manual within the given time frame.

The bidder shall furnish contact particulars of the relevant Officers of these agencies (Government/Public sector) to enable EMPLOYER to verify the claim of the bidder. The bidder should also furnish the following;

- (a) Forms strictly as per format provided in **Section-6**.
- (b) Successful completion certificate mentioning start and end date of the work duly signed by the client (Government/Public sector) organization's Project In-charge / any equivalent officer / the authorized signatory, or as sub consultant for any principal consultant working on Government / Public sector organizations.
- (c) Copies of work orders / contracts from the client stating the project title, project value and the brief scope of work of the project.

2.16.2 Each bidder should further demonstrate availability of key personnel with adequate experience as required; as per **clause 2.17.5**.

- 2.16.3 **Bids submitted by a Joint Venture/Consortium shall meet the following:**
- 2.16.3.1 The Registered JV / Consortium Agreement should legally bind on all partners/members.
- 2.16.3.2 Consortium or Joint venture allowed (maximum 2 partners). One of the members/partners shall be nominated by the JV/Consortium as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of each member/partner.
- 2.16.3.3 The partner in-charge shall be authorized to incur liabilities and receive instructions on behalf of any and all partners of the Joint Venture/ Consortium during the entire execution of the Contract.
- 2.16.3.4 All partners of the Joint Venture/Consortium shall be liable jointly and separately for the execution of the contract in accordance with the Contract terms, and a statement to this effect shall be included in the Agreement (in case of successful bidder).
- 2.16.3.5 The joint-venture/consortium agreement shall indicate precisely the responsibility of all members in respect of planning, design construction equipment, key personnel, work execution and financing of the project. All the members should have active participation during the contract period. This shall not be varied/ modified subsequently without prior approval of the Employer.
- 2.16.3.6 Copy of the agreement entered into by the partners shall be submitted with the Bid. Alternatively, a letter of Intent to execute a JV in the event of successful bidder shall be signed by all partners of JV and submitted with the bid together with the copy of the proposed agreement pursuant to the foregoing, the JV shall include among other things, the JV'S objective, the proposed management structure, the contribution of each partner to JV operation, the commitment of the partners to several liabilities due to performance, recourse/sanctions within the JV in the event of default or withdrawal of ant partner and arrangements for providing required identities.
- 2.16.3.7 In case of a joint venture the minor partner must have executed at least one project in the relevant field during the last three years. Manufacturer or authorized supplier of MBIU or similar bridge inspection unit can also be a minor partner. In that case at least the lead partner must have executed two projects in the relevant field. Each partner must produce, the permanent Account Number, GST Number, A Notarized affidavit that the information furnished are correct in all respect.
- 2.16.3.8 For calculation of annual average turnover, annual turnover of each partner in proportion to their JV participation will be evaluated. However, each partner should have minimum average turnover of Rs. crore in the last three financial years.
- 2.16.3.9The experience of Associate will not be considered.

## 2.17 **EVALUATION**

2.17.1 Any time during the process of evaluation, the Employer may seek for clarifications from any or all Bidders.

### 2.17.2 **Evaluation procedure**

#### **Stage-1(a): Responsiveness w.r.t. tender fee & EMD:**

First, the envelope containing cost of document/tender fee (in case of Bid Document downloaded from website) and Earnest Money Deposit will be opened and if both are found furnished by the Bidders in the prescribed manner as mentioned in Para 2.7.1, then



the second envelope containing Pre-Qualification & Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

**Stage-1(b): Technical Proposal Evaluation:**

The Bidder shall have to fulfil all the Pre-qualification Criteria as specified in Para 2.16.1.3, in totality and submit all the required documents that relate to the Pre-qualification Criteria terms and conditions. These documents will be scrutinized along with the Technical Proposal in this phase of evaluation. Those bidders who do not fulfil the terms and conditions of Pre-qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further Financial Proposals Evaluation. Technical Proposals of the Bidders would be evaluated for the clause-by-clause compliance of the technical specifications as mentioned in the Bid document. Evaluation of Pre-qualification and Technical Proposal by PWD, Mizoram shall not be questioned by any of the Bidders. The Employer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. Finally, bidders would be evaluated for technical competence using the marking system as in 2.17.3 and only those bidders who score  $\geq 75\%$  marks shall qualify for financial bid opening. Decision of Authorities in the technical evaluation shall be taken as FINAL and no questions shall be entertained in this regard.

**Stage-2: Financial Proposal Evaluation:**

The financial Bids submitted will be opened for those firms which technically qualified after Technical evaluation. The Price Bids of only the qualifying firms who are short-listed in Stage-I will be evaluated. The date of opening shall be intimated to the qualified bidders at the appropriate time. The unqualified bidders would be informed regarding their non-qualification along with the reason and thereafter their price bid (Financial proposal) will not be opened, if requested Financial bid may be returned un-opened . The financial proposal shall be inclusive of GST and all other applicable taxes. The Financial Proposal Evaluation will be based on the total payouts including all other taxes, duties and levies for *Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/ proposed bridge type and Detailed Design & Project Report of the Bridges in the State of Mizoram*:

- (i) The financial bids for package will be opened as indicated in Section 1 of the RFP document.
- (ii) The Evaluation Committee will determine whether the submitted Financial Proposal is complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Consultant shall, however, be required to carry out such obligations without any additional compensation.) and without computational error. In case under such circumstances, if Client feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- (iii) The lowest financial proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:  
$$S_F = 100 \times F_M / F \quad (F = \text{amount of financial proposal})$$

(iv) Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

(v) The selected Consultant shall be the first Ranked Applicant (H-1, having the highest combined score). The second ranked applicant (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Applicants withdraws, or fails to comply the requirements specified in this document.

(vi) In the event the proposals of two or more consultants have the same scores in the final ranking, the proposal with the highest technical score should be ranked first. Further even in case of same technical scores of the bidders the work will be awarded through Lottery System.

(vii) In case H1 applicant withdraws or fails to comply the requirements specified in this document, H2 may be called for negotiation and in case he matches the rates with H1 or at his rates, whichever is lower, the work will be awarded to H2 bidder.

**2.17.3 Evaluation of technical bid shall be done based on the following:**

<b>Sl. No</b>	<b>Evaluation Criteria</b>	<b>Max. Marks</b>
1	Past experience of firm in collection of Data, soil investigation, Hydraulic data, Design of Sub-structure, super structure, type of bridges with specifications and cost estimates during the last five years.	30
2	Total Nos. of similar work completed and implemented during the last five years.	10
3	Key Personnel	30
4	Methodology & Work Plan	20
5	Structure and Organization	10
<b>TOTAL</b>		<b>100</b>

Only bids securing  $\geq 75\%$  marks shall qualify for further consideration. *Bidders shall fill up all formats as given in [Section -6](#)*

2.17.4 The marking criteria will be based on the following:

<p>1. Past experience of firm in collection of Data, soil investigation, Design of Sub-structure, super structure, type of bridges with specifications and cost estimates during the last five years.</p>	<p><u>Maximum of 30 marks</u></p> <p>10 Sub-soil investigation</p> <p>10 marks for Hydraulic survey &amp; Design of bridges sub-structure</p> <p>10 marks for design &amp; Estimate of bridge superstructure.</p>	<p>1 mark each for sub-soil investigation for every 1 bridge having a span more than 30m.</p> <p>1 mark each for design of every 1 No. bridge sub-structure having a span more than 30m.</p> <p>Other experience like estimate &amp; type of bridge structures.</p>
<p>2. Total Nos. of similar work completed and implemented during the last five years.</p>	<p>Similar works mean sub-soil investigation, design of bridges for major bridges on similar site conditions or in hilly region – 10 marks.</p>	<p>Proof of experience of - 10 marks</p>

Total marks for above is maximum of 50 marks.

**Note: The experience certificate to be signed by the officer not below the rank of Executive Engineer/General Manager.**

1. Key Personnel will be evaluated as per clause 2.17.5. : Maximum 30 marks
2. Methodology & Work Plan- Maximum 20 marks: The marks will be provided on the basis of quality of approach and the methodology, work program and manning schedule proposed.
3. Structure and Organization- Maximum 10 marks:

Sl.No.	Formation of company	Marks
1	More than 10 years before date of NIT	10
2	8 to 10 years before date of NIT	8
3	6 to 8	6
4	3 to 5 year before date of NIT	5

The bidders are advised in their own interest to frame the technical proposal in an objective manner as far as possible so that these could be properly assessed in respect of points to be given as part of evaluation criteria.

3. Key Personnel will be evaluated as per clause 2.17.5

**2.17.5 List of key personnel to be deployed on contract work**

<b>Sl. No.</b>	<b>Personnel</b>	<b>Minimum Qualification</b>	<b>Number</b>
1	Team Leader cum Senior Bridge Engineer	Master degree with 10 years of general experience and 5 years of experience in bridge engineering	1
2	Geotechnical Engineer	Master degree with 10 years of general experience and 5 years of experience in bridge engineering	1
3	Bridge Engineer	BE/B.Tech Civil +10 years' professional experience	1
4	Hydrologist	Bachelor degree in any civil engineering field with 5 years of general experience and 2 years of experience in bridge engineering	2
4	Analyst and Data Entry Operator	Graduate + 1 years' experience in work of similar nature	2
<b>Total</b>			<b>7</b>

**2.17.5.1** Qualification and competence of following professional/sub-professional staff for the assignment shall only be evaluated. The weightage for various key staffs are as under:

<b>Sl.No.</b>	<b>Staff Position</b>	<b>Marks</b>
1.	Team Leader cum Senior Bridge Engineer- 1 Number	10
2.	Geotechnical Engineer -1 Nos.	6
3.	Bridge Engineer- 1 Number	6
4.	Hydrologist - 2 Number	8
<b>Total</b>		<b>30</b>

**2.17.5.2** Sub criteria for qualification of KeyPersonnel (i.e. Professional staff)

<b>Sl. No.</b>	<b>Qualification</b>	<b>Marks (%)</b>
1	General qualifications	25
2	Adequacy for the project	70
3	Employment with the firm	5
<b>Total</b>		<b>100</b>

**2.17.5.2.1 Sub Criteria for General Qualification:**

S. No	Qualification	Marks
1	Educational Qualification	10
2	Professional Experience	10
3	Training, publication etc.	5
<b>Total</b>		<b>25</b>

**2.17.5.2.1.1 Sub Criteria for Educational Qualification- Maximum 10 Marks.:-**

S. No	Staff Position	Qualification	Marks
1	Team Leader cum Senior Bridge Engineer	M. Tech./ME in Structural Engineering or equivalent	8
		Doctorate Degree in Structure/Bridge Engineering	+2
2	Geotechnical Engineer	M. Tech./ME in Geotechnical Engineering or equivalent	8
		Doctorate Degree in Geotechnical Engineering or equivalent	+2
2	Bridge Engineer & Hydrologist	BE/B.Tech in Civil Engineering	8 (x2)
		M.Tech/ME in Structural Engineering/hydrology or equivalent	+2 (x2)

**2.17.5.2.1.2 Sub Criteria for Professional Experience - Maximum 10 Marks.**

S. No	Staff Position	Experience	Marks
1	Team Leader cum Senior Bridge Engineer	More than 15 years professional experience	10
		Between 10 to 15 years professional experience	8
2	Bridge/Geotechnical Engineer & Hydrologist	More than 12 year professional experience	10
		Between 8 to 12 year professional experience	8

**2.17.5.2.1.3 Sub Criteria for Training, publication etc.- Maximum 5 Marks:**  
Key professional who has undergone training in the relevant filed or whose technical; article has been published will be given 5 marks.

**2.17.5.2.2** Sub Criteria for Adequacy for the project- Maximum 70 marks:-

Sl. No.	Staff P osition	Experience	Marks
1	Team Leader cum Senior Bridge Engineer	(i)Experience in specific positions in similar projects	15marks/assignment, maximum 30 marks.
		(ii)Experience relevant to particular assignment, not included in (i) above	10marks/assignment, maximum 40 marks
2	Bridge/Geotechnical Engineer & Hydrologist	(i)Experience in specific positions in similar projects	15marks/assignment, maximum 30 marks.
		(ii)Experience relevant to particular assignment, not included in (i) above	10marks/assignment, maximum 40 marks

**2.17.5.2.3** Sub Criteria for Employment with the firm –maximum 5 marks:-

S. No	Criteria	Marks
1	Employed for more than 3 years	5
2	Employed for 1 to 3 years	3
3	Employed for less than one year	1

**2.18** **NOTICES**

Any notice to be served under this contract shall be deemed to be validly served if sent by registered post, speed post or fax to the Consultant's registered office herein before mentioned or in respect of the Employer, to *The Engineer-in-Chief, PWD, Mizoram, Aizawl* as the case may be. Any notice so posted shall be prima-facie proof of serving at the expiration of the time within which in the normal course of posting, it would have reached the address to which it was sent.

**2.19** **MISCELLANEOUS**

- a. The contract or any interest there under shall not be assignable to any third party by the consultant unless such assignment is mutually agreed to in writing by both the Employer and the consultant.
- b. No modification to the Contract document shall be binding unless it is in writing and signed by both the parties to the Contract.
- c. The terms and conditions in the Bidding document and the bids submitted and accepted constitute the entire Contract Agreement between the parties. Signed contract agreement shall supersede previous communications, representations or agreements either oral or written between the parties with respect to the subject matter of the Contract Agreement and no agreement or understanding varying or extending the Contract Agreement shall be binding on either the Employer or the Consultant. Contract shall have to be executed in writing and signed by duly authorized officers or representatives of both the parties.
- d. All the provisions of the contract agreement shall be harmoniously construed. In case of variation between certain points in the Tender document and the attached specifications / requirements for the inspection and acceptance of the

- system, the provision contained in Contract Agreement shall have overriding effect.
- e. The contract shall be concluded in good faith and shall be kept confidential by both the contracting parties.
  - f. The headings of Clauses are for the purposes of reference only and shall have no effect on the meaning or substances of any clause of the contract.
  - g. Any further modifications/improvements in the system desired by the Employer shall be carried out by the consultant on mutually agreed terms.
  - h. The contract shall be governed, interpreted and executed according to the Indian Law.
  - i. The complete tender document comprising page 1 to page 9 along with the forms is the "Accepted Tender" (AT). The authorized signatory of the consultant i.e. the firm is supposed to initial every page of the AT with complete signatures at places where the representatives of the Employer has signed to acknowledge the acceptance of AT within one week failing which it will be deemed as accepted by the consultant. The number of this AT would be quoted in all future correspondence.

## **2.20 COMING INTO FORCE**

### **PERFORMANCE GURANTEE**

The Successful Bidder (Lowest Bidder) is required to submit an irrevocable Performance Guarantee for the amount equivalent to **5% (Five %)** of the **contract price** on the prescribed format specified in section 7, within 15 days from the receipt of the Letter of Acceptance. The performance Guarantee will be in form of unconditional BG issued by a Schedule Bank failing which the Employer will be at liberty to call the next lowest bidder (L2) for negotiations and the agreement thereafter.

The performance Guarantee shall be initially valid up to 30 days beyond the completion period. In case the time for completion of work gets enlarged, the Agency shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work, the performance guarantee shall be returned to the Agency without any interest after the completion of all the obligations of the Contract.

(iii) The Authority/ The employer shall not make a claim under the Performance guarantee except for amounts to which it is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance guarantee.

(b) Failure by the Contractor to pay the Authority/ the Employer any amount due, either as agreed by the Agency or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the Authority.

(c) Failure by the Contractor to rectify any error in the reports and DPRs to the satisfaction of the Authority within 30 days of the service of notice to this effect by the Authority.

(d) In the event of the contract being terminated or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Authority.

After submission of performance Guarantee, the contract will be signed. The contract shall come into force with effect from the date of its signing contract agreement by both the contracting parties. The contract agreement will be operated by the Engineer-in-Chief PWD, Aizawl, Mizoram on behalf of the Governor of Mizoram.

**2.21** After signing of contract the Employer will be issuing letter to proceed to the consultant. The consultant shall start the work within 28 days from letter to proceed, failing which a penalty @ 2.5% per month subjected to 10% of Contract will be imposed on the consultant.

The time allowed for execution of the Works as specified in the Contract' or the extended time in accordance with these conditions shall be the essence of the Agency. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Agency commits default in commencing the execution of the work as aforesaid, the Authority shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely

**2.22 Recovery of Security Deposit**

The person/persons whose Offer (s) may be accepted (hereinafter called the Agency) shall permit the Authority at the time of making any payment to him for work done under the contract to deduct a sum at 5 % (Five percent) from the gross amount of each running bill till full amount of security deposit 10% (Ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit 10% (Ten percent) will be recovered for the exceeded work.

**2.23 Foreclosure of Contract due to Abandonment or Reduction in Scope of Work  
Cancellation of contract in full or part**

If Agency:

(i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Authority; or

(ii) commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Authority; or

(iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete then within the period specified in a notice given in writing in that behalf by the Authority; or

(iv) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

(v) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise



shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

(vi) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or

(vii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to the Authority, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract

## **2.24 FORCE MAJEURE**

- a. If either party is temporarily unable by reason of force majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.
- b. Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in above mentioned section or delays arising from such event.
- c. The term 'force majeure' as employed herein shall mean acts of God, strikes, lock outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.
- d. In case of Natural Disaster force measure will be applicable on the particular affected Bridge.
- e. In any such case the authority mentioned in the Contract may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Agency by the Authority in writing, within 1 months of the date of receipt of such request. Non application by the Agency for extension of time shall not be a bar for giving a fair and reasonable extension by the Authority and this shall be binding on the Agency.

## **2.25 ADDRESS AND COMMUNICATION**

- a. All communications to the Employer are to be addressed to *The Engineer-in-Chief, Public Works Department, Aizawl, Mizoram.*
- b. All communications to the consultant are to be addressed to (to be filled by the consultant at the time of bidding)

## **2.26 ADDITION / DELETION CLAUSE**

Addition / Deletion of Bridges will be applicable as per requirement of the department.

## SECTION- 3

### **3.0 GENERAL (FINANCIAL AND LEGAL) CONDITIONS OF THE CONTRACT**

#### **3.1 GENERAL**

3.1.1 The consultant will bear all the cost relating to deployment & operation & maintenance of all his equipment. The Consultant will procure/hire all necessary equipment/machine required for collection of bridge condition and bridge inventory data for a period of one year. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.

#### **3.2 PAYMENT TERMS**

3.2.1. Payments will be made in **Indian Rupees only**

3.2.2 Payments shall be adjusted for deductions of advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law.

##### **3.2.3 ADVANCE PAYMENT**

3.2.3.1 The Employer will make the advance payment to the Consultant against provision by the Consultant of an Unconditional Bank Guarantee from a Commercial bank acceptable to the Employer in amounts equal to 10% of the advance payment, up to 10% of Contract Value. The guarantee shall remain effective until the advance payment including interest has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Consultant.

3.2.3.2 The Consultant is to use the advance payment only to pay for procurement/hiring of Equipment/ Mobilization expenses required specifically for the Work. The Consultant shall demonstrate the advance payment has been used in this way by supplying copies of invoices or other documents.

3.2.3.3 The advance payment shall be repaid with compound interest @ SBI PLR+ 2% applicable on the date of release of mobilization or on the date of recovery of the advance whichever is maximum by deducting from payments otherwise due to the Consultant.

3.2.3.4 The mobilization advance with interest will be recovered in two installments from second & third running bill. In any case, the mobilization advance with interest must be recovered within four months from the date of agreement. No account shall be taken of the advance payment or its repayment in assessing valuations of work.

##### **3.2.4 PAYMENT SCHEDULE**

Payments will be made within 30 days of successful submission of desired reports and submissions of the **Reports**, DPRs, and As Built Drawings to *The Engineer-*

*in-Chief, Public Works Department, Mizoram, Aizawl* as per following payment schedule:

<b>RA Bill No.</b>	<b>Deliverable</b>	<b>Payment (% of Contract Price)</b>
1	On Submission of Site Visit / Preliminary Report including Survey , Hydrological and Preliminary Bridge requirement	20 %
2.	On submission Geotechnical Investigation and Concept Design Report	30 %
3.	On submission & acceptance of Draft Detailed Design Reports; (Survey, investigations, Analysis and Design, Drawings, Detail Quantity Calculations and Cost Estimates)	35 %
4.	On submission & Approval of Final Detailed Design Reports; (Survey, investigations, Analysis and Design, Drawings, Detail Quantity Calculations and Cost Estimates)	15%

5 % retention money to be released after completion of work.

**5 % performance guarantee to be released after award of maintenance contract**

3.2.6 A security deposit of 5% ( Five Percent) will be deducted from each bill. The same will be released after successful completion of the contract and acceptance of the Authority.

### **3.3 PRICES**

3.3.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to any adjustment.

3.3.2 Bidder shall give the pricing as a total composite price inclusive of GST and all applicable levies & taxes, Custom Duties Packing, Forwarding, Freight, Insurance and also items wise breakup of total price.

3.3.3.1 All applicable taxes and Custom duty exemption will be as per the applicable provisions of relevant act. For these taxes the bidder may find out themselves the applicable exemptions and quote accordingly. The Employer would not be liable to pay them later as these taxes are supposed to be taken in to account by the bidder in the bid.

### **3.4 EMPLOYER'S RIGHTS**

3.4.1 The Employer reserves the right to make changes within the scope of the Contract Agreement at any point of time.

- 3.4.2 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Employer's action.

If at any time after acceptance of the Rate Offer the Authority shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Authority shall give notice in writing to that effect to the Agency and the Agency shall act accordingly in the matter. The Agency shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The Agency shall be paid at contract rates full amount for works completed

### **3.4 SUBCONTRACTING BY THE BIDDER**

- 3.5.1 If subcontracting for specialized work, is required, the Successful Bidder will take prior permission from the Employer. Under all circumstances, the value of works sub-contracted by Successful Bidder should not exceed 25% of the Contract Price. The Bidder is required to provide the details of the activities that it proposes to subcontract to third parties as per format given in **Section – 6**.
- 3.5.2 In any case, the Successful Bidder shall be solely responsible to ensure compliance of all obligations under the contract.

#### **3.5.3 Changes in a Firm**

- (i) Where the consultant is a partnership Firm, partners shall not be changed in the Firm except with the previous consent in writing of the Employer, which may be granted only on a written undertaking by the all(old/new) partners to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- (ii) On the death of any partner of the consultant firm before complete performance of the contract, Employer may, at the option of the consultant, cancel the contract, and in such case the consultant shall have no claim whatsoever to compensation against the Employer.
- (iii) If the contract is not determined as provided in sub-clause (ii) above, notwithstanding the retirement of a partner from the Firm, he shall continue to be liable under the contract for acts of the Firm until a copy of the public notice given by him under section 32 of the Partnership Act has been sent by him to the Employer by registered post acknowledgement due.

### **3.6 CODES & STANDARDS GOVERNING THE TENDER**

Wherever applicable, the standards published by following recognized bodies shall be applicable for equipment, if any to be supplied under this contract.

- (i) Bureau of Indian Standards (BIS)

- (ii) International Standards Organisation (ISO)
- (iii) IRC SP 18 & 35 and all other relevant IRC Codes.

### **3.7 DELAYS IN SUBMISSION OF DATA AND PROVIDING TECHNICAL SUPPORT / STAFF / TEAM LEADER**

Should any of the said services / personnel not be executed / provided during the contract period, the Employer shall in respect of any delays, have the right to claim and deduct from the payments due affected by such delay as agreed, liquidated damages in respect of such said services / personnel for the sum of 1% of the contract price of the unexecuted portion of the anticipated services / personnel for each and every week or part of a week subject to a maximum of 10% of the contract price for delayed services / personnel. Should the said delay in respect of execution of the said services / personnel exceed two and a half months, the Employer shall have the right to terminate this contract fully, or in so far as it relates to the services / personnel which are subject matter of such delay, by sending written notice to that effect to the Consultant, in which case the furnished performance Bank Guarantee will be revoked.

However, if the completion of service is delayed due to the reasons beyond the control of the consultant as mentioned in clause 2.21, suitable extension may be granted by *The Engineer-in-Chief, Public Works Department, Aizawl, Mizoram* on receipt of express request along with full justification. In case of grant of any time extension, the consultant upon advice shall also suitably extend the validity of the Bank Guarantee. It is made explicitly clear that the payment of penalty shall not relieve the consultant from the obligations and liabilities under the contract agreement.

The Employer is also entitled to cancel the contract either in whole or in part, if the consultant fails to redo the rejected data of inventory and condition survey within one month from the date of its notification, in which case the furnished performance Bank Guarantee will be revoked.

### **3.8 LAWS GOVERNING THE CONTRACT**

- (a) This contract shall be governed by the laws of India for the time being in force.
- (b) Irrespective of the place of installation, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (c) Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued i.e., **Gauhati High Court**, Aizawl Bench shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

### **3.9 CONSEQUENCE OF BREACH**

The decision of the Employer as to any matter or thing concerning or arising out of the consultant or any partner of the consultant firm has committed a breach of any of the conditions of the contract, shall be final and binding on the consultant.

Should the consultant or a partner in the consultant firm commit breach of either of the conditions of the contract, it shall be lawful for the Employer to cancel the

contract, and award the contract to another consultant, at the risk and cost of the consultant.

### **3.9.1 RISK AND COST:**

If Agency:

- (i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Authority or
- (ii) commits default to comply with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Authority; or
- (iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete then within the period specified in a notice given in writing in that behalf by the Authority; The Authority will have all the rights to
  - (a) take possession of the site and any equipment, etc., thereon; and/or
  - (b) carry out the incomplete work by any means at the risk and cost of the Agency. On cancellation of the contract in full or in part, the Authority shall determine what amount, if any, is recoverable from the Agency for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss of damage suffered by the Authority. In determining the amount, credit shall be given to the Agency for the value of the work executed by him up to the time of cancellation, the value of Agency's equipment taken over and incorporated in the work and use of plant and machinery belonging to the Agency.

Any excess expenditure incurred or to be incurred by Authority in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Authority as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Authority in law be recovered from any moneys due to the Agency on any account, and if such moneys are not sufficient the Agency shall be called upon in writing and shall be liable to pay the same within 30 days.

### **3.10 RIGHT OF ACCEPTANCE OF OFFER**

The Employer reserves the right to accept partly or reject any offer without assigning any reason thereof. The Employer does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the consultant shall supply the same at the rate quoted.

### **3.11 BANKRUPTCY**

If the consultant commits any act of bankruptcy or goes into liquidation or shall commence winding up by reasons of its insolvency or shall make an assignment for the benefit of creditor or goes into liquidation, this agreement may be terminated wholly or in part by the Employer and amount paid in advance if any received by the consultant shall become due to the Employer including interest.

## SECTION – 4

### **4. SPECIAL CONDITIONS OF THE CONTRACT**

#### **4.1 DEFINITION**

These conditions given in this Section 4, supplement the “Instructions to the Bidders” given in Section 2 & "General (Financial and Legal) Conditions of the Contract" given in Section 3 and in case of any conflict, the conditions given herein shall prevail over those in Sections 2 and 3.

#### **4.2 EQUIPMENT**

##### **4.2.1 Equipment / system, if any to be procured/hired by the Consultant shall conform to the relevant technical requirements necessary for execution of the contract.**

4.2.2 Bidders have to give clause-by-clause compliance to the clauses mentioned in Section 5 of this document along with reference to documentary support, giving the Page / Para number of the document. The clauses for which the compliances are required to be provided by the Bidders are given in the Section-6.

4.2.3 The cost of all data and / or analysis shall be fully borne by the consultant. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Employer before the material is manufactured/ offered for inspection.

4.2.4 The Employer shall inspect and re-check the data at all stages and shall have full powers to reject all or any data that may be considered defective or inferior in quality. The Consultant shall carry out any additional collection of data at his cost as are necessary in the opinion of the Employer.

4.2.5 All material/equipment brought to site shall be permitted to be erected/utilized only after initial inspection / acceptance by the Employer.

4.2.6 The completed installation at all stages shall be subjected to checks and tests as decided by Employer. The consultant shall be liable to remedy all of such defects as discovered during these checks and tests and make good all deficiencies brought out.

4.2.7 The consultant shall advise the Employer at least 15 days in advance for inspection when any equipment or a portion of the work is offered for inspection. The Employer shall carry out inspection upon receipt of such advice.

#### **4.3 PERFORMANCE AND SPARES**

Consultant shall maintain sufficient spares for equipment utilized for conducting Bridge and Culvert Inventory and Condition Survey by him for the satisfactory performance of the Contract.

#### **4.4 INSURANCE**

- 4.4.1 All insurances (e.g. all risk insurance including transit, fire, theft etc., third party insurance, workmen's compensation insurance etc.) are the responsibility of the Bidder. The equipment utilized by the Consultant under the contract shall be fully insured by the Bidder against any kind of loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The period of insurance shall be from the date of commissioning of products/equipment at each site till the completion of contract period.
- 4.4.2 The consultant shall cause all its workmen and the workmen of any sub consultants of the Consultant to be covered by workmen's compensation insurance in accordance with applicable laws. The consultant agrees that the Employer shall not be liable for any damages or compensation payable to any workman or other person in the employment of the Consultant.
- 4.4.3 The Consultant hereby undertakes:
- (a) Adequate all-risks insurance in respect of all the equipment and any additional insurance required by law in respect of the Contract Works and the performance thereof by the Consultant, including in respect of motor vehicles used by the Consultant in relation thereto.
  - (b) Any other insurance sufficient to provide adequate coverage for those types of risk which are reasonably foreseeable in the performance of the Contract Works.

#### **4.5 ARBITRATION**

Any Dispute between the Employer and the Consultant arising under general conditions or special conditions of the contract or in connection with this contract (except as to any matters the decision of which is specially provided for by the general or the special conditions) is to be resolved through mutual consultation following good business practices as far as possible.

However in case of non-settlement of the disputes between the parties, the same to be settled through Mizoram Public Works Contracts Dispute Arbitration Tribunal Act 2008.



## SECTION – 5

### Terms of References (TOR)

#### **5.1 OBJECTIVE**

Objective of this “Service” is to

- 2.1 Identification of probable axis / axes for location (of a bridge / river crossing) based upon the initial geological study and river hydrology as well as access road and demand. Identification of possible alternatives of river crossings feasible for the site (*Identification Phase*)
- 2.2 Detailed topographical survey, hydrological and geological / geo technical investigation of the identified river crossing site. (*Investigation Phase*)
- 2.3 Detailed analysis, design, drawings and cost estimate of river crossing (bridge / vented causeway / multi cell culvert as required) and its approach as well as protection works. (*Design Phase*)

#### **5.2. SCOPE OF WORK**

The scope of work to be carried out by the consultant shall include but may not be limited to the following:

##### **5.2.1 Identification Phase**

**Desk study:** The “Consultant” (team of Bridge Engineer, Geologist and Hydrologist) shall carry out a desk study collecting all data, maps and information and reviewing for planning of further field survey and investigation works as well as detailed design. In this study the following points related to the probable location of the river crossing shall be studied in detail.

- (i) Topography, available maps and imageries.
- (ii) Nature and structure of the surface soil
- (iii) Nature and structure of local as well as regional geology
- (iv) River hydrology

**Site Observation:** A comprehensive site visit shall be carried out by the team of bridge engineer, geologist and hydrologist. In the site observation visit, the Consultant shall

- identify the possible axes and its location (GPS aided)
- the condition of approach / access road or effect of approach roads on properties
- initial geological and hydrological studies
- Collect information on general description of the alignment for which the river crossing is meant to be.
- Sketch the rough plan and cross-section of the axes with indication of flow pattern and level.

##### **5.2.2 Investigation Phase**

During the Investigation Phase the “Consultant” shall perform

**3.2.1 Topographical Survey:** The topographical survey of the area should cover a minimum distance of **500 m** upstream, **200 m**. downstream and **200 m** from the river banks on either sides of the river at the proposed bridge site. The Topographic map should show the following:

- (i) Contours at 1.0 m. intervals in hilly area and at 0.25 m in plain area.
- (ii) Flood lines on either sides of the river in the entire area surveyed.
- (iii) Lines with spot levels along which the bed slope of the river is taken
- (iv) Both banks of the river
- (v) Lines along which cross section of the river is taken
- (vi) Govt. and/or public establishments
- (vii) Traverse lines, benchmarks reference lines and/or points with respect to which the present topo-map is prepared.
- (viii) The angle and direction of skew, if the bridge is proposed to be aligned skew.
- (ix) The Names of the nearest identifiable villages/towns etc. in either ends of the bridge.
- (x) Other information relevant to design, construction and/or maintenance of the bridge.

**5.2.2 Hydrological Study:** For determination of all design data the “Consultant” shall carry out a detailed hydrometrical survey and hydrological study of the river and bridge site, which shall include the following:

- i) Catchment area of the river up to bridge site
- ii) Length of the river from origin up to bridge site
- iii) Possibility of change of catchment
- iv) Nature, size and quantities of debris carried by the river
- v) Intensity, duration and distribution of rain in the catchment
- vi) Vegetation, cultivation etc. of the catchment.
- vii) Existence of reservoir's, Lakes etc. in the catchment.
- viii) Existing bridge or other hydraulic structures across the river in the vicinity of the proposed bridge site with their details as much as possible.
- ix) General slope of the river from the critical point (origin) of the river up to bridge site and general slope of the catchment in both sides of the river.
- x) Cross sections covering 200m. beyond flood lines of the river at proposed bridge site, at about 500m. u/s and about 200m d/s. wherein HFL, LWL,LBL, area of the cross section, wetted perimeter and geological profile with silt factor of each strata (at proposed bridge site only) shall be indicated. (horizontal and vertical scale of the cross section shall be the same. )
- xi) Bed slope of the river which must start from 100m. up of the U/S cross section and end at 100 m. down of the d/s. cross section.
- xii) Maximum discharge calculated by established formulas with different return periods and the peak discharge observed over a period of 100 years.
- xiii) Velocity and depth of flow at the time of survey.
- xiv) Shifting of the river in the past at proposed bridge site and in its vicinity.
- xv) Other information required for river control, design, construction and maintenance of the bridge.

After site visit and Survey and Hydrological Analysis the consultant shall submit the “**Site Visit / Preliminary Report**” and this Report shall contain;

- Survey Map of bridge site showing possible bridge axes with approach roads
- Necessity and effect of the bridge and its approach roads to the properties like land, private properties and public utilities.
- Initial Estimate of bridge length requirements and approach roads requirements
- Necessity of dismantling the existing bridge, if there is any.

**5.2.3 Geo-technical Investigation:** After discussion and finalizing of the site/axis the Consultant shall carry out subsurface exploration, which shall include the followings:

**Test pits and auguring**

Test pits and auger-holes in the riverbed to a depth as mentioned in the BOQ for determining the mean particle size of riverbed materials in each layer.

**Bore-holes, field tests and laboratory tests**

The properties of the underlying soil are determined by field and laboratory tests of the soil samples obtained from the bore holes drilled to a depth as mentioned in the next section and/or the Bill of Quantities. As far as possible, the locations of the boreholes shall be under each abutment and piers. Generally the following tests are conducted for determination of soil properties:

SN	Type of test	Frequency
1	Undisturbed Soil Sampling	at least 2 at each borehole
2	Standard Penetration Test	as required but the interval not less than 1.5 m
3	Grain size analysis	at least 2 at each borehole
4	Hydrometer analysis	at least 2 at each borehole
5	Moisture content	at least 2 at each borehole
6	Bulk and dry density	at least 2 at each borehole
7	Unconfined compression test	at least 2 at each borehole
8	Consolidation test	at least 2 at each borehole
9	Direct shear test	at least 2 at each borehole

If required by the field condition, the Consultant shall conduct other types of tests. Similarly the frequency of the above tests can be increased if required. The cost of all the field and laboratory tests shall be incorporated in the cost of soil investigation works. No separate payment shall be made for the tests.

The depth of soil exploration from ground level shall be as follows:

SN	Type of soil	Governing depth
1	Silty, sandy, clayey soil	3 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 20 m, whichever is maximum
2	Granular soil (gravels, boulders)	2 times the design scour depth, or 1.5 times the least dimension of the foundation footing, or 16 m, whichever is maximum
3	Rocks (soft or hard)	Not exceeding 8 m.

The above-mentioned depths are indicative. The Consultant shall decide the actual required depth of soil investigation according to the field condition and design parameters. But in any case, the Consultant shall be paid only up to the depth mentioned in the Bill of Quantities. If rock is found at the beginning or at mid-depth then the drilling works shall not exceed the depth as mentioned in the table above. In such case the payment shall be made only for the actual depth.

#### **5.2.4 Reports of the Investigation Phase (Analysis of Data, Conclusion and Recommendation of Design Parameters):**

**The “Consultant” shall perform concept design** before proceeding with detail design, and the consultant shall inform the Client on;

- Geometry of the intended bridge
- Type of the bridge and its Structural arrangements
- Design Standards to be followed

For this, the Consultant shall submit an **Investigation and Concept Design Report** based upon the above mentioned studies and investigations. Consultant shall make the best use of their technical know-how and professional skill to arrive at and recommend the most cost effective design parameters regarding appropriate river crossing. The consultant shall also in the Report discuss in detail at least three different options and shall recommend the most appropriate option for the proposed river crossing.

#### **5.3 Design Phase**

During the Design Phase the “Consultant” shall perform the following tasks.

**Detailed design and quantity/cost estimates:** Based on the collected and presented information in the “Preliminary Design Report” mentioned above the Consultant shall design the bridge following the approved standard codes of practice, norms and guidelines.

The Consultant shall produce detailed quantity estimate of the bridge and its accessories. The Consultant shall collect information on sources of materials and their lead distances and prepare rate schedules and cost estimates based on the standard norms and prevailing district rates.

Depending upon the site condition and other factors the Consultant can use the Standard Design of the part(s) of the bridge, which shall be made available by the Employer. This matter will be discussed and finalized during the presentation of the Preliminary Design or at a later stage convenient to both parties. If such Standard Design is used the Consultant shall adjust the design of other parts of the bridge to incorporate the parameters of the Standard Design. If it is decided to use any Standard Design, the Payments shall be adjusted according to the Conditions of Contract and/or as mentioned in the Price Schedule.

**Draft Report (4 Copies):** The Consultant shall submit a Draft Design Report and the report shall in all respect be complete, containing all the required components of the design. The Report shall be in the format as decided and required by the Client.

**Final Report (6 copies).** After receiving the comments in Draft Design the Consultant shall consider the comments/suggestions and make corrections or amendments if required and submit the Final Report. It does not, however, relieve the Consultant of their responsibility

over the technical content of the design. The final report shall be submitted in electronic version too. With detail calculations and analysis results.

#### 5.4. TIME SCHEDULE

If not indicated otherwise in the contract documents the consultant shall complete the assigned works as per the following schedule:

	Duration	Remarks
<b>Preparation</b>	0.5 month	
<b>Phase 1:</b> Site Visit / Survey and Hydrology works for “ <b>Site Visit / Preliminary Report as per TOR</b> ”	1.5 months	
<b>Phase 2:</b> Geo tech Investigation and Concept Design	3 months	
Phase 3 Detail Design and Final Report	3.5 months	
Phase 4. Compilation of Final Detail Project Report	1.5 months.	

*[Note: The duration can be increased by 50% maximum in the case of the complex bridge at remote sites]*

The total Contract Period is **8 months** from the date of Agreement.

#### 5.5. DEFECT LIABILITY

If not indicated otherwise in the contract documents the consultant shall have the following responsibilities;

**Responsibility for survey and design**

Submission of the final reports does not relieve the consultant from their responsibility to the design. They shall bear full responsibility for:

- (i) Authenticity of all the field data including socio-economic, environmental, topographic, hydrological and geological information;
- (ii) Correctness of the design and all the calculations (except for the Standard Design, if used);
- (iii) Correctness of the drawings;
- (iv) Correctness of any other details related to construction

**Assistance during construction phase**

During construction the consultants, upon written request from the Client, shall visit the bridge site and provide necessary technical assistance. The consultants shall make necessary site visits and do all the necessary design revisions as and when required for all the cases arising out of the shortcomings in the design submitted and approved earlier.

**5.6. REPORTS AND DELIVERABLES**

The Consultant shall submit the following Reports within the stipulated time period stated in the column:

<i>Sl. No.</i>	<i>Reports and Documents</i>	<i>Time Period</i>
1.	Site Visit / Preliminary Report including Survey, Hydrological and Preliminary Bridge requirement	Within 1.5 months of the contract/ work start date as per agreement.
2.	Geotechnical Investigation and Concept Design Report	Within 3 months of the contract/work start date as per agreement.
3.	Draft Final Detailed Design Reports (the Report should include Survey, investigations, Analysis and Design, Drawings, Detail Quantity Calculations and Cost Estimates)	Within 6 months of the contract/work start date as per agreement.
4	Final Detailed Design Reports (the Report should include Survey, investigations, Analysis and Design, Drawings, Detail Quantity Calculations and Cost Estimates)  The Consultant shall provide <ul style="list-style-type: none"> <li>• the electronic copy of the workable input files, if any software has been used for the design</li> <li>• the electronic copy of editable calculation sheets that have been used during the design calculations</li> </ul>	Within 8 months of the contract/work start date as per agreement.

***All the reports are considered to be owned by the Client***

### 5.7.0 CONSULTANT’S TEAM

The Consultant shall engage a team of experts as mentioned below for the tasks as per this Terms of Reference

	Minimum Qualification Requirements
Team Leader / Bridge Engineer	Masters degree with 10 years of general experience and 5 years of experience in bridge engineering
Geo-tech Engineer	Masters degree with 10 years of general experience and 5 years of experience in bridge engineering
Hydrologist	Bachelor degree in any civil engineering field with 5 years of general experience and 2 years of experience in bridge engineering

### 5.8. TRANSFER OF KNOWLEDGE

As a part of “Transfer of Knowledge”, the Consultant is required to perform the tasks as indicated in the table below during Design (Phase 3) ;

<i>Tasks</i>	<i>Requirements</i>
Perform the <i>explanation</i> of entire bridge design process and calculations in the Client’s premises to the designated persons of the Clients in a workshop. All the cost of this explanatory workshop shall be borne by the Consultant and is supposed to be included in the costs stated in the Price Schedule	<b>[Required / Not Required]</b>  <i>[ if required, state the number of days of the workshop]</i>
During the design of the bridge, the Consultant take a designated engineer of the Client to be with the design team of the Consultant as “on the job trainee (OJT)”  The cost of this task to the Consultant is supposed to be included in the costs stated in the Price Schedule	<b>[Required / Not Required]</b>  <i>[if required, the cost of allowances and per diems all are borne by the Client itself. The consultant shall provide working space in its office.]</i>

## Section – 6

### 6.0 FORMATS TO BE USED FOR SUBMISSION OF PROPOSAL 1.1 FINANCIAL PROPOSAL SUBMISSION:

**To be submitted through in Hard bound cover**

Detailed break-up of cost for **Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of the Bridge following Bridges.** for the State of Mizoram, as per RFP.

**Price Schedule:**

***(LUMP SUM CONTRACT AMOUNT)***

Package:

*The costs mentioned in the Table below are inclusive of all taxes as applicable in the*

Description of item	Amount (INR)	R E M A R K
Total Cost for, establishment of Office & mobilization, stationery computer, printer including salary of non-key staff etc. - (for full duration of the project.)		Detailed calculation of cost may be enclosed.
Total cost for: transportation, Fooding and Lodging, per diem Salary of key staff, preparation of Preliminary Reports etc. for - Site Visit, Survey, Hydrology and Preliminary Design, (for full duration of works & as per proposed scheduled)		-do-
Total cost for: transportation, Fooding and Lodging, per diem Salary of key staff, preparation of Concept Design Reports etc. for - Geo-tech investigation and Concept Design (for full duration of works & as per proposed scheduled)		-do-
Total cost for: transportation, Fooding and Lodging, per diem Salary of key staff, Design cost including drawings, preparation of Draft Fina Reports etc. cos of meeting, presentation/seminar/workshop for transfer of knowledge & meeting for - Detail Design Draft and Final (for full duration of works & as per proposed scheduled)		-do-



Total cost for: transportation, Fooding and Lodging, per diem Salary of key staff, Design cost including drawings, preparation of Draft Fina Reports meeting etc. etc. for Final Detailed Design Reports		-do-
(Reduction/Rebate in amount if already existing super structure design is used)		
<i>[any other costs, if there is any approved and accepted by the Client]</i>		
Total quoted Amount in INR		

**PRE-QUALIFICATION/TECHNICAL PROPOSAL SUBMISSION FORM**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From

To

\_\_\_\_\_

The Engineer-in-Chief,  
Public Works Department,  
Mizoram, Aizawl, Mizoram

**Subject: Study for Site Selection, Detailed Engineering Survey, Geo-technical/  
Hydrological Investigation, Selection/proposed bridge type and Detailed Design &  
Project Report of the Bridge following Bridges.**

(Package No.....)

**Ref.: Tender No. BMW/RCD/BIH**

Dear Sir,

Having examined the details given in Technical - Qualification document of the above work I/We hereby submit the Technical – Qualification and other relevant bid document.

I/We hereby certify that all the statements made and information supplied in the enclosed forms A to F and accompanying statement are true and correct and, if found incorrect, the Contract is likely to be terminated.

We, the undersigned, confirm that we meet all the pre-qualification criteria listed in the bid document.

We are submitting the following documents for our eligibility for the above assignment.

- Form PQ-1, Bidder's Annual Turnover
- Form PQ-2, Similar Work Experience
- Form PQ-3, Subcontracting Declaration & Request Form
- Form PQ-4, Key Personnel Details
- Form PQ-5, Resume of Proposed key Personnel
- Form PQ-6, Availability of credit facilities

Form PQ-7, Notarised Affidavit

Form PQ-8, Undertaking from the bidder

Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any Proposal you receive.

Further, I, undersigned do here by undertake that our firm M/s .....agrees to abide by this bid for a period not less than 120 days after the dead line date for bid submission .i.e.....

Yours sincerely,

(Signature of the Authorized signatory):

Name and Designation of the Authorized signatory:

Name and Address of Firm:

Phone, Fax & E-Mail

Seal:

**BIDDER'S ANNUAL TURNOVER**

**Proof for clause 2.16.1.3 (i)**

\_\_\_\_\_ (Location)  
 \_\_\_\_\_ (Date)

From

\_\_\_\_\_

To

The Engineer-in-Chief,  
 Public Works Department,  
 Mizoram, Aizawl, Mizoram

**Subject:: Study for Site Selection, Detailed Engineering Survey, Geo-technical/  
 Hydrological Investigation, Selection/proposed bridge type and Detailed  
 Design & Project Report of the Bridge following Bridges.**

(Package No.....)

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. \_\_\_\_\_ (name of the bidder) is not less than Rs..... Lakh (Rupees One Hundred Lakh) during the last three financial years.

Sl. No.	Firm	Year (2016-2017)	Year (2017-2018)	Year (2018-2019)
		Amount (in Lakh)	Amount (in Lakh)	Amount (in Lakh)
1				

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory Auditor:

Name of the Statutory Auditor Firm:

Seal:

Important Notes: The above data should relate only to the Bidder /JV who has submitted the tender. Data relating to sister companies, group companies, parent company, subsidiary companies shall not be considered.

**SIMILAR WORK EXPERIENCE**  
**Declaration for clause 2.17.4**  
**(Attach Certificates From the Employer)**

\_\_\_\_\_ (Location)  
 \_\_\_\_\_ (Date)

From  
 \_\_\_\_\_

To  
 The Engineer-in-Chief,  
 Public Works Department,  
 Mizoram, Aizawl, Mizoram

**Subject: Study for Site Selection, Detailed Engineering Survey, Geo-technical/  
 Hydrological Investigation, Selection/proposed bridge type and Detailed  
 Design & Project Report of the Bridge following Bridges.**

(Package No.....)

We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address) have successfully executed the following qualifying works in the last 5 years. We are providing the details below: (Note: add rows as required).

Sl. No.	Name of the client organization	Purchase Order (P.O) No. & Date of issue of P.O.	Project Value	Brief Scope of Work	Whether the successful completion certificate as required, is attached?		Whether the copies of the purchase orders / contracts from the client as required, is attached?	
					Yes/No	Pg. No. on the Proposal	Yes/No	Pg. No. on the Proposal

Yours Sincerely,

(Signature of Authorized Signatory)  
 Name and Designation of the Authorized Signatory:  
 Name and address of the Bidder Company:

Seal:

**SUBCONTRACT DECLARATION & REQUEST FORM**  
**Declaration for clause 3.5**

From \_\_\_\_\_ (Location)  
 \_\_\_\_\_ (Date)

To  
 The Engineer-in-Chief,  
 Public Works Department,  
 Mizoram, Aizawl, Mizoram

**Subject: Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of the Bridge following Bridges.**

(Package No.....)

**Ref.: Tender No. BMW/RCD/BIH**

1. We hereby declare and confirm that we, \_\_\_\_\_ (Name of the Bidder), having registered office at \_\_\_\_\_ (address), undertake that the following services towards this tender will not be sub-contracted and will be executed only by the employees of our Company who are on our payrolls.
2. We are intending to subcontract the following works to the respective sub consultants as found in the table below. We submit the same for your approval.

Sl. No.	Name of Subcontracted Service	Details of the Subcontract work	Brief Profile of the Sub consultant proposed	Sub-Consultant Name, Address and Contact Numbers	Value of the subcontracted work.

3. We also undertake that under all circumstances, the value of the works sub-contracted by us will not exceed 25% of the contract price.

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:

**KEY PROFESSIONEL**

\_\_\_\_\_ (Location)

\_\_\_\_\_ (Date)

From

\_\_\_\_\_

To

The Engineer-in-Chief,  
Public Works Department,  
Mizoram, Aizawl, Mizoram

**Subject: Study for Site Selection, Detailed Engineering Survey, Geo-technical/  
Hydrological Investigation, Selection/proposed bridge type and Detailed  
Design & Project Report of the Bridge following Bridges.**

(Package.....)

**Ref.: Tender No. BMW/RCD/BIH**

Dear Sir/Madam,

We, M/s \_\_\_\_\_, hereby propose to engage following key personnel meeting the specified requirements stated in the Bid Document. The Bio data for each candidate indicating their qualification and experience is enclosed in the prescribed format.

1.	<b>Title of position*</b>	<b>Team Leader cum Senior Bridge Engineer</b>
	Name	
2.	<b>Title of position*</b>	
	Name	
	Name	
3.	<b>Title of position*</b>	
	Name	
	Name	
	Name	
4.	<b>Title of position*</b>	
	Name	
	Name	
	Name	

Yours Sincerely,

(Signature of Authorized Signatory)

Name and Designation of the Authorized Signatory:

Name and address of the Bidder Company:

Seal:

## RESUME OF PROPOSED PERSONNEL

<b>Name of Bidder</b>
-----------------------

<b>Position</b>									
<b>Personnel information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;"><b>Name</b></td> <td style="padding: 5px;"><b>Date of birth</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Professional qualifications</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Total years of professional experience</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"><b>Training, publication etc.</b></td> </tr> </table>	<b>Name</b>	<b>Date of birth</b>	<b>Professional qualifications</b>		<b>Total years of professional experience</b>		<b>Training, publication etc.</b>	
	<b>Name</b>	<b>Date of birth</b>							
	<b>Professional qualifications</b>								
	<b>Total years of professional experience</b>								
<b>Training, publication etc.</b>									
<b>Present employment</b>									
<b>Name of employer</b>	<b>Address of employer</b>								
<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>								
<b>Fax</b>	<b>E-mail</b>								
<b>Job title</b>	<b>Years with present employer</b>								

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

**Authorized Signatory**



**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF  
CREDIT FACILITIES**

(To be submitted with Agreement)

BANK CERTIFICATE

This                    is                    to                    certify                    that  
M/s..... is a  
reputed Company with a good Financial standing. If the Contract for the,  
namely..... is  
awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent  
of Rs.....to meet their working capital requirements for executing  
the above contract during the contract period.

Note: This certificate is issued without any guarantee or responsibility of the bank or any  
other officers.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

**NOTARISED AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ has been blacklisted/debarred nor has abandoned any work in any government department, in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorizes and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

## UNDERTAKING FROM THE BIDDER

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest a minimum cash up to 25% of the value of  
the work during implementation of the Contract.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

**FORMAT FOR SUBMISSION OF BANK GUARANTEES  
(PERFORMANCE BANK GUARANTEE)**

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

**To**

**The Chief Engineer,**

**Mizoram,**

**Public Works Department,**

**VishweshwariyaBhawan, Bailey Road,**

**Aizawl, Mizoram.**

Against contract awarded vide letter of award ref. no. \_\_\_\_\_ dated \_\_\_\_\_ for the Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for the Package..... (hereinafter termed as the said “Contract”) entered into between The Chief Engineer, Mizoram, RCD,VishweshwariyaBhawan, Mizoram [for The Principal Secretary, RCD, Mizoram], (hereinafter called “THE EMPLOYER”) and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ and branch office at \_\_\_\_\_ (hereinafter called the successful bidder), this is to certify that at the request of the successful bidder, we \_\_\_\_\_ Bank having its Registered/Head office at \_\_\_\_\_ and branch at \_\_\_\_\_ are holding in trust, in favour of THE EMPLOYER, the amount of Rs. \_\_\_\_\_ (Rs. in words \_\_\_\_\_) to indemnify and keep indemnified THE EMPLOYER against any loss or damage that may be caused to or suffered by THE EMPLOYER by reason of any breach by the successful bidder of any of the terms and conditions of the said contract/and/or in the performance thereof. We agree that the decision of THE EMPLOYER, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Successful bidder and the amount of loss or damage that has been caused or suffered by THE EMPLOYER shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand, and without demur to THE EMPLOYER. The decision of THE EMPLOYER in this regard shall be final and binding upon the successful bidder and the bank.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect up to the date six months after the expiry of the Contract period i.e. \_\_\_\_\_ (hereinafter referred as the said date) and that if any claim accrues or arises against us, we \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforceable against us. Notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us by THE EMPLOYER within this period. Payment under this letter of guarantee shall be made within seven days upon receipt of notice to that effect from THE EMPLOYER.

It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank undertake that no change or addition or modification of the terms of the contract or the work to be performed there under or any of the contract documents which may be made between "THE EMPLOYER" and the successful bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We undertake to pay to THE EMPLOYER any money so demanded, notwithstanding any dispute or disputes raised by the Successful bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Successful bidder shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that THE EMPLOYER shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance by the Successful bidder from time to time or to postpone for any time any of the power exercisable by THE EMPLOYER against the said Successful Bidder and is to forbear or Bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Successful bidder or for any forbearance by THE EMPLOYER or any other matter or thing what-so-ever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from liability under this guarantee.

This guarantee will not be discharged due to the change in the constitution of the Bank or Successful Bidder.

Notwithstanding anything contained hereinbefore:

Our liability under this bank guarantee is limited to Rs. \_\_\_\_\_ (Rs. in words)

Will remain in force up to six months after the expiry of Contract period i.e. \_\_\_\_\_;

And unless a claim or demand under this guarantee is made on us in writing on or before \_\_\_\_\_ all our liability shall cease.

DATE \_\_\_\_\_

SIGNATURE OF THE AUTHORIZED SIGNATORY OF THE BANK

(WITH CODE NO.) \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

## BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: Tender No. \_\_\_\_\_, dated \_\_\_\_\_

Bank Guarantee:

Date:

WHEREAS, \_\_\_\_\_ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated \_\_\_\_\_ (date) for the **Tender No. \_\_\_\_\_, dated \_\_\_\_\_** (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, \_\_\_\_\_ [Name of Bank] of \_\_\_\_\_ [Name of Country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [Name of Employer] (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Lakhs Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
  - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

SEAL OF THE BANK \_\_\_\_\_

SIGNATURE OF THE WITNESS \_\_\_\_\_

Name and Address of the Witness \_\_\_\_\_

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

**DRAFT AGREEMENT**

**Contract agreement:**Collection and analysis of bridge and culvert inventory data, condition survey of bridge and culvert, bridge age analysis, preparation of As Built Drawings, DPRs& Bridge Maintenance Manual using MBIU and necessary equipments, on all roads underRCD (excluding bridges under MORT&H and NHAI) for the State of Mizoram.

**(Package.....)**

**(To be executed on appropriate Stamp Paper of Govt. of India)**

1. This Contract agreement is made on \_\_\_\_\_ between the Governor of Mizoram, represented by the Engineer-in-Chief, PWD, Aizawl, Mizoram, (hereinafter referred to as the ‘Employer / Client’ the term which shall mean and include its heads, administrators, executors and assignees) of the first part and M/s \_\_\_\_\_, (hereinafter referred to as the Consultant) of the second part.
  
2. WHEREAS the Consultant represents that it is well reputed Consultant for conducting bridge and culvert condition survey and inventory data for bridges on the SHs and MDRs network using Mobile Bridge Inspection Unit or similar type of equipment.
  
3. And WHEREAS the Consultant has offered to the Employer for **Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of the Bridges** for the State of Mizoram.  
(hereinafter called services) as given at para 5(iii) below.
  
4. And WHEREAS the Employer agrees to get the services and the Consultant agrees to provide the services in pursuant to the bid submitted by the consultants vide letter No.\_\_\_\_\_ Dated \_\_\_\_\_ (hereinafter referred to as “the offer”) and the Employer has by his letter of acceptance No.\_\_\_\_\_ Dated \_\_\_\_\_ accepted the offer submitted by the consultant at the contract price of Rs.\_\_\_\_\_ (in words) with details mentioned in para 5(iv) below in accordance with the terms and conditions below hereinafter contained and schedule of payment as mentioned in Para 5(v) AND WHEREAS the consultant has agreed to provide services and has furnished performance security pursuant to para 2.7.2 of the instructions to bidders, section- 2.
  
5. Now this agreement witnessed as follows:-
  - (i) In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract hereinafter referred to:
  - (ii) The following documents/ sections of the Bidding Document shall be deemed to form and be read and construed as part of this agreement



Section 1	Letter of Acceptance
Section 2	Instructions to Bidders
Section 3	General (Financial and Legal) Conditions of Contract
Section 4	Special Conditions of Contract
Section 5	Scope of Work/TOR
Section 6	Formats submitted with the proposal (Technical & Financial Proposal)

(iii) Scope and object of the Contract is Collection of bridge condition survey and bridge and culvert inventory data under Each Division Office of RCD, Mizoram, Aizawl for, preparation of DPRs for repair, maintenance and rehabilitation, preparation of As Built Drawings, Preparation of Bridge Maintenance Manuals.

(iv) Referring to consultant's price bid No. \_\_\_\_\_ dated \_\_\_\_\_ the total price of the **Study for Site Selection, Detailed Engineering Survey, Geo-technical/ Hydrological Investigation, Selection/proposed bridge type and Detailed Design & Project Report of the Bridges** under PWD Mizoram is INR.....

(v) Schedule of Payment:  
 Payments will be made from the Office of the engineer-in-Chief, PWD, Mizoram, within 30 days of successful submission of as per agreement clause \_\_\_\_ as per following payment schedule:

XX  
*Insert payment scheduled with amount as per quotation.*  
 XX

(vi) In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the consultant hereby covenants with the Employer to execute and complete the works and remedy any defects therein in all respects in conformity with the provisions of the Contract.

(vii) The consultant hereby also covenants that all the partners of Joint Venture shall be jointly and separately responsible to the Employer for the execution of the contract in accordance with the contract terms.

(viii) The Employer hereby covenants to the consultant in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

In witness whereof the parties hereto have caused this agreement to be executed the day the year first before written, signed, sealed and Delivered by the said Employer through his authorized representative and the Consultant through his Power of Attorney Holders.

(For an on behalf of the  
 Consultant)

\_\_\_\_\_  
 Engineer-in-Chief  
 Public Works Department, Aizawl, Mizoram

Witness

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_